

AAM NATIONAL CAMPAIGN–2 INFORMATION EXCHANGE ANNEX (PAM 36917)
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION AND
Supernal, LLC

UNDER SPACE ACT UMBRELLA AGREEMENT

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of allowing NASA and Partner to exchange information with the intent to prepare the Partner for possible future Advanced Air Mobility (AAM) National Campaign 2 (NC-2) flight and flight support activities and demonstration key integrated AAM scenarios.

ARTICLE 2. RESPONSIBILITIES

A. NASA will use reasonable efforts to:

1. Dedicate NASA management and systems engineering teams to develop plans for NC-2 by coordinating with Partner in information exchange in preparation for NC-2 flight and flight support operations.
2. Provide an early flight readiness review board to evaluate Partner's capability maturity level in preparation for NC-2 flight operations, including at NASA's discretion, shadowing of Partner design, build and test reviews being conducted external to NASA to help accelerate progress towards NC-2.
3. Provide an initial set of NC-2 external range requirements that are intended for Partner to follow when considering NC-2 flights at an external range/airport.
4. Provide a set of NC scenarios that demonstrate key aspect of integrated vehicle, airspace and infrastructure needed for AAM operations.
5. Conduct information exchange meetings with Partner to help introduce, explain and obtain feedback on NC-2 plans, procedures and goals, requirements for external ranges, and development of integrated AAM scenarios.

B. Partner will use reasonable efforts to:

1. Provide documentation for Partner plans to support flight operations of integrated scenarios as part of the NC-2 activity, including: details of the integrated scenarios that would be attempted, proposed range (NASA-sponsored or external range), a list of anticipated partners and partner capabilities that will be leveraged in participating in NC-2, any other information relevant to the Partner capability in NC-2. An initial set of NC scenarios is contained in the NC Scenarios document.
2. Provide design and analysis data to initiate flight readiness review, and allow NASA to shadow any on-going Partner design, build, test activities that are being conducted external to NASA to help accelerate progress towards NC-2.

3. Participate in information exchange meetings with NASA and provide feedback on NC-2 plans, procedures and goals, external range options and requirements, and integrated NC scenarios.

ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

NASA to provide management and systems engineering teams to develop plans for NC-2	Within 1 month of signing Annex
NASA to provide an initial set of external range responsibilities and requirements.	Within 1 month of signing Annex
Partner and NASA to start design, build, test safety review process, and, at NASA's discretion, for NASA to shadow any vehicle design, build, test conducted by Partner outside of NASA.	Within 1 month of signing Annex
Partner to provide documentation of intent to support NC-2 flight operations, including a list of scenarios, any partners, range location, any other relevant information.	Within 1 month of signing Annex
Partner to participate in regular NASA-led information exchange meetings to provide feedback on NC-2 plans, processes and goals, range requirements, NC scenarios, etc.	Within 3 months of signing Annex

ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of five (5) years.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data: The Disclosing Party's Background Data, if any, will be identified in a separate technical document.
2. Third Party Proprietary Data: The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.
3. Controlled Government Data: The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.
4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement: None

ARTICLE 5. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and

shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 6. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 7. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Technical Points of Contact

NASA

Ken Goodrich
Advanced Air Mobility Project
Deputy Project Manager for Technology
Mail Stop: 254
Hampton, VA 23681-2199
Phone: 757 864-4009
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Supernal, LLC

Dr. Han Park
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Lauren M. Sooy
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NASA Office of International and Interagency Relations
NASA Headquarters
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Email: lauren.m.sooy@nasa.gov

ARTICLE 8. MODIFICATIONS


Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 9. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION

Supernal, LLC

JON
BY: MONTGOMERY  Digitally signed by JON MONTGOMERY
Date: 2022.05.25 14:42:34 -0400
Mr. Jon Montgomery
Deputy Associate Administrator for
Policy, Aeronautics Research
Mission Directorate

DocuSigned by:
BY: Han Park
Name Han Park
Title Deputy CTO and Head of R&D, Supernal

DATE: _____

DATE: 4/14/2022 | 8:33 AM PDT